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6 MIS AMIGOS MEAT MARKET, INC.
and URIEL GONZALEZ

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8 UNITED STATES DISTRICT COURT
9 NORTHERN DISTRICT OF CALIFORNIA
10 OAKLAND DIVISION
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13 ELIESER SERRANO and NICOLAS
14 VELASCO,

15 Plaintiffs,

16 v.

17 MIS AMIGOS MEAT MARKET, INC. and
18 URIEL GONZALEZ,

19 Defendants.

) **CASE NO. 4:08-mc-80192 CW**

) **Hon. Claudia Wilken**

) **STIPULATED PROTECTIVE ORDER**

) **Action Filed: October 7, 2008**

20 MIS AMIGOS MEAT MARKET, INC., (“MIS AMIGOS”), on the one hand, and plaintiffs,
21 on the other hand, enter into this Stipulated Protective Order, Confidentiality and Non-Disclosure
22 Agreement (“Order”) for the purpose of protecting the confidentiality of documents (“Covered
23 Documents”) produced in the course of this action and proceedings between these parties (“the
24 action”) which contain confidential and/or proprietary information.

25 Documents subject to this Stipulated Protective Order are to be produced pursuant to an
26 order issued by the Hon. Claudia Wilkin in the United States District Court, Northern District, Case
27 No. 4:08-mc-80192 CW. However, the documents will be utilized in connection with the
28 prosecution, defense and settlement of the parties’ main action, which is pending in the United States

District Court, Eastern District, Case No. 2:08-cv-0050- WBS-EFB. Accordingly, this Stipulated Protective Order is being entered in the main action.

The parties agree as follows:

1. All documents that mention or relate to pay, payroll, and/or finances of MIS AMIGOS employees other than the named plaintiffs that are produced, disclosed or referred to in the course of this action shall constitute Covered Documents and shall not be disclosed to any person except as herein provided. Any documents outside these specified categories that MIS AMIGOS deems to be Covered Documents will be so designated by communication to plaintiffs' counsel and shall not be disclosed to any person except as herein provided.

2. Each person or party who receives copies of Covered Documents agrees to be bound by the terms of this Order.

3. In connection with the taking of any deposition, any person to whom Covered Documents are shown shall acknowledge receipt of a copy of this Order, and shall agree that s/he will be bound by the terms of this Order,.

4. Except as may otherwise be provided by this Order or further order of the Court, or the express written stipulation of all parties hereto, Covered Documents shall be disclosed only to:

- (a) Counsel of record for each party in this action;
- (b) The authorized administrative and legal assistant staffs of each party's counsel assigned to assist such counsel in this action; and
- (c) Independent experts and consultants retained in and for the purpose of this action.
- (d) Covered documents pertaining to a particular employee may be shown to that employee. However, counsel agrees that in showing that employee's documents to that employee, counsel will redact, cover or otherwise prevent disclosure of information pertaining to another, different employee. That is, employee "Jane Doe" may be shown a document with her information on it, but only the portion with her information on it, and not portions of that document that has the information of another employee.

1 5. No person receiving Covered Documents shall disclose them or any portion of them
2 to any person other than those described in Paragraph 4. Covered Documents shall be used solely
3 for the purpose of prosecuting, defending or settling this action. In no event shall any person listed
4 in Paragraph 4 make any other use of such documents. Counsel for the parties shall be responsible
5 for obtaining the prior written agreement of all persons to whom Covered Documents are disclosed
6 to be bound by the terms of this Order, except that such prior written agreement shall not be required
7 from the authorized attorneys, administrative and legal assistant staffs of each party's counsel
8 assigned to assist them in this action. Such written agreement shall be obtained by such counsel's
9 securing the signature of any recipient of such information to a copy of this Order, after such counsel
10 has had the recipient read the Order and explained the contents thereof.

11 6. In the event anyone shall violate any terms of this Order, the parties agree that any
12 of them may immediately apply to the Court (Hon. William B. Shubb, United States District Court,
13 Eastern District) for appropriate injunctive, equitable and/or monetary relief. The parties and other
14 persons subject to the terms of this Order agree that that Court shall have jurisdiction over it and
15 them for the purpose of enforcing this Order. As used throughout this Stipulated Protective Order,
16 "Court" shall refer to the Hon. William B. Shubb.

17 7. Upon the final termination of the litigation, including any appeal(s), counsel for each
18 party shall return to counsel for the opposing party(ies) all of the documents which have been
19 produced by the party, all copies thereof and all summaries or compilations of information derived
20 from such documents, except that notes, summaries, or memoranda of counsel, including their
21 administrative and legal assistant staffs, relating to documents of any other party or to information
22 taken from such documents, may be retained by the parties' counsel, in which case confidentiality
23 shall be maintained in accordance with the provisions of this Order.

24 8. Nothing contained herein shall limit the right of any party to seek, formally or
25 informally, additional confidentiality protection with respect to individual documents or types of
26 documents if that should become necessary later in this action.

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1 9. The parties agree that the terms of this Stipulated Protective Order apply retroactively
2 to all Covered Documents produced prior to this Stipulated Protective Order being executed and
3 approved by the Court.

4 10. The transmittal of Covered Documents to the Court, including its personnel, during
5 the course of any hearing or trial in this action, shall not constitute a violation of this Stipulated
6 Protective Order. However, all Covered Documents shall be submitted to the Court sealed or
7 otherwise designated as protected, so that they do not become available to the public, and so that
8 they retain their protected status.

9 DATED: _____

HUDDLESTON LAW GROUP

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12 By _____
13 JOAN E. PRESKY, ESQ.,
14 Attorneys for Defendants

15 DATED: _____

MALLISON & MARTINEZ

16
17 By _____
18 STANLEY S. MALLISON, ESQ.
19 Attorneys for Plaintiffs

20 IT IS SO ORDERED.



21 3/23/09
22 DATED: _____

23 _____
24 CLAUDIA WILKEN
25 JUDGE OF THE UNITED STATES DISTRICT
26 COURT, NORTHERN DISTRICT
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